

## EXHIBIT C

### PRESERVATION COVENANT LANGUAGE

In consideration of the conveyance of certain real property, in the city of ?? County, State of Indiana, more particularly described as:

[Enter legal description]

- (1) The grantee hereby covenants on behalf of itself, its heirs, successors and assigns at all time to restore, maintain and preserve this property in accordance with the recommended approaches of the “Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, 1992/1995) in order to preserve those qualities that make this property eligible for listing in the National Register of Historic Places and Indiana Register of Historic Sites and Structures.
- (2) No construction, alteration, or rehabilitation shall be undertaken or permitted to be undertaken that would affect the historic features of the property without consultation with and the express permission of the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology (DHPA), or a fully authorized representative thereof.
- (3) The DHPA shall be permitted at all reasonable times to inspect the property in order to ascertain if the above conditions are being met.
- (4) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the DHPA may, following reasonable notice to the grantee, institute suit to enjoin said violation or to require the restoration of the property.
- (5) This covenant is binding on the grantee, its heirs, successors, and assigns in perpetuity. All stipulations and covenants contained herein shall be inserted by the grantee verbatim or by express reference in any deed or other legal instrument by which the grantee divests itself of any interest in the property or any part thereof.
- (6) The failure of the DHPA to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or use of such right or remedy at any other time.
- (7) This covenant shall be a binding servitude upon the property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.
- (8) The DHPA may, for good cause, modify or cancel any or all of the foregoing restrictions upon application of the grantee, its heirs, successors, or assigns.
- (9) The grantee shall notify the DHPA of any subsequent sale, conveyance, lien, or encumbrance within 30 days after the closing of the sale or conveyance of the property or date of the lien or encumbrance.